

Jamie K. Serb, Esq. (SBN 289601)
jamie@crosnerlegal.com
Sepideh Ardestani, Esq. (SBN 274259)
sepideh@crosnerlegal.com
Zachary M. Crosner, Esq. (SBN 272295)
zach@crosnerlegal.com
CROSNER LEGAL, PC
9440 Santa Monica Blvd. Suite 301
Beverly Hills, CA 90210
Tel: (866) 276-7637
Fax: (310) 510-6429

Attorneys for Plaintiff KENNETH DAVIS

Haig B. Kazandjian, Esq. Bar No. 278622
haig@hbklawyers.com
Cathy Gonzalez, Esq. Bar No.: 310625
cathy@hbklawyers.com
Christina N. Mirzaie, Esq. Bar No.: 333274
christina@hbklawyers.com
HAIG B. KAZANDJIAN LAWYERS, APC
801 North Brand Boulevard, Suite 1015
Glendale, California 91203
Telephone: 1-818-696-2306
Facsimile: 1-818-696-2307

Attorneys for Plaintiff GINA DILLARD

**SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN BERNARDINO**

GINA DILLARD, on behalf of all other
Aggrieved Employees only;

Plaintiff,

vs.

HOMESITE SERVICES, INC., a California
Stock Corporation, and DOES 1 through 50,
inclusive,

Defendants..

Case No.: CIVSB2418616

Assigned for All Purposes to:
Hon. David E. Driscoll
Dept. S22

~~PROPOSED~~ ORDER GRANTING MOTION
FOR APPROVAL OF SETTLEMENT UNDER
PRIVATE ATTORNEYS GENERAL ACT

Date: October 22, 2025
Time: 8:30 a.m.
[REDACTED]

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

OCT 22 2025

BY Patricia Guerrero
PATRICIA GUERRERO, DEPUTY

1 Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004
2 (“PAGA”), Plaintiffs Gina Dillard’s and Kenneth Davis’s Motion for Approval of Settlement
3 under PAGA came before the Court on a regularly noticed motion.

4 Plaintiffs’ operative complaint seeks civil penalties on behalf of the State of California
5 and similarly situated aggrieved employees (the “Aggrieved Employees”), as authorized by
6 PAGA under Labor Code § 2699, in relation to alleged violations of the predicate statutes set
7 forth in Plaintiffs’ operative complaint and their respective letters to the Labor Workforce &
8 Development Agency (“LWDA”) dated March 27, 2024 and April 19, 2024 (together the
9 “LWDA Notice”), on behalf of all individuals who were employed by Defendant Homesite
10 Services, Inc. in California as a non-exempt employee from March 27, 2023 through judgment.

11 Under PAGA, in any action brought by an aggrieved employee, the Court “shall review
12 and approve any settlement of any civil action filed pursuant to this part.” Labor Code section
13 2699(1)(2). Accordingly, the Court, having considered the proposed settlement set forth in the
14 Settlement Agreement, including the proposed PAGA penalties under Labor Code section
15 2699(1)(2) and having considered the papers filed in support of the proposed settlement and the
16 arguments of counsel, and good cause appearing, HEREBY ORDERS AS FOLLOWS:

- 17 1. The Court finds the instant Action presents a good faith dispute of the claims alleged;
- 18 2. The Court finds in favor of settlement approval, and therefore approves the Settlement of
19 the above-captioned action, as set forth in the Settlement Agreement and each of the releases and other
20 terms, as fair, reasonable, and adequate;
- 21 3. The Court finds further that all Aggrieved Employees are deemed to release, on
22 behalf of themselves and their respective former and present representatives, agents, attorneys,
23 heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA
24 penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period
25 facts stated in the Operative Complaint, the Actions, and/or the PAGA Notices.
- 26 4. The Court finds further that the foregoing release shall be binding on Plaintiffs and the
27 State of California as to those claims brought in the Action, and shall bar any claim under PAGA brought
28 by any person, including the Aggrieved Employees, on behalf of the State of California, as to the Released

1 PAGA Claims and Released Parties.

2 5. The Parties are directed to comply with all terms of the Settlement Agreement, and
3 Defendant is directed to make all payments required by the Settlement Agreement;

4 6. Under the Settlement Agreement, Defendant agrees to pay Five Hundred Seventy Five
5 Thousand Dollars and No Cents (\$575,000.00) (the "Gross Settlement Amount"). The Gross Settlement
6 Amount is inclusive of payments to the LWDA and Aggrieved Employees, Plaintiffs' service awards,
7 attorney's fees and costs, and settlement administration costs. No portion of the Gross Settlement Amount
8 will revert to Defendant. Plaintiffs' Counsel requests an award of attorney's fees of \$191,666.67 and
9 reimbursement of actual litigation expenses of \$24,776.68, and Plaintiffs request a service award of
10 \$10,000.00 each. Defendant does not oppose these requests. The Court finds the Gross Settlement
11 Amount is fair, reasonable and adequate, and approves each of these payments, and directs the Settlement
12 Administrator to make the following payments from the Gross Settlement Amount:

- 13 a. \$191,666.67 for attorney's fees, including \$95,833.33 Crosner Legal, PC and
14 \$95,833.34 to Haig B. Kazandjian Lawyers, APC;
- 15 b. \$24,776.68 for actual litigation costs and expenses, including \$8,834.55 to Crosner Legal,
16 PC and \$15,942.13 to Haig B. Kazandjian Lawyers, APC;
- 17 c. \$10,000.00 for a PAGA Representative Payment to Plaintiff Gina Dillard and \$10,000.00
18 for a PAGA Representative Payment to Plaintiff Kenneth Davis; and
- 19 d. \$4,000.00 for the Administration Expenses Payment to Simpluris, Inc., which is
20 approved by the Court as the Settlement Administrator.

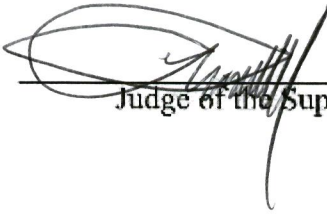
21 8. After deducting the foregoing payments, the estimated remainder of approximately
22 \$334,556.65 shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code section 2699(i),
23 the NSA will then be distributed 75 percent (approximately \$250,917.49) to the LWDA for the LWDA
24 PAGA Payment, and the remaining 25 percent (approximately \$83,639.16) to the Aggrieved Employees
25 on a pro rata basis for the Individual PAGA Payments, as set forth in the Settlement Agreement. The
26 Court approves these payments, and directs the Settlement Administrator to issue checks to the LWDA
27 and Aggrieved Employees, along with the Notice of PAGA Settlement, as set forth in the Settlement
28 Agreement, and to otherwise carry out its duties as set forth in the Settlement Agreement. Any unclaimed

1 funds will be distributed to the California State Controller's Unclaimed Property Fund.

2 9. This document shall constitute a Judgment for purposes of California Rule of Court
3 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action and the Parties under
4 Code of Civil Procedure § 664.6 for the purpose of supervising implementation, enforcement,
5 construction, administration, and interpretation of the Settlement Agreement and this Judgment.

6 **IT IS SO ORDERED AND ADJUDGED.**

7
8
9 Dated: 10/22/25



Judge of the Superior Court

DAVID E. DRISCOLL